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7 **UNITED STATES DISTRICT COURT OF CALIFORNIA**

8 **CENTRAL DISTRICT OF CALIFORNIA**

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11  
12 EARTHQUAKE ERE, an Individual and  
JACK TORO, an Individual

13 **Case No.:**

14 Plaintiffs,  
15 v.  
16 REGUS MANAGEMENT GROUP, LLC,  
a Foreign Corporation and Does 1 through 50,  
17 Inclusive,

**COMPLAINT**

JURY TRIAL REQUESTED

18 Defendants.  
19

20  
21 Plaintiffs, EARTHQUAKE ERE AND JACK TORO, by and through the  
undersigned counsel, complains, alleges and avers as follows:  
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## **JURISDICTION AND VENUE**

1. This is a civil complaint brought in United States District Court under Federal and California state statutes prohibiting employment discrimination in order to secure protection and redress deprivation of rights under these laws.
2. Earthquake Ere (“Ere”) and Jack Toro (“Toro”) (collectively “Plaintiffs”) statutory claims arise under including but not limited to Title VII of the Civil Rights Acts of 1964 (“Title VII”), as amended and codified as, 42 U.S.C. §2000e-2 *et seq.*
3. The jurisdiction of this Court is invoked under 28 U.S.C. §1331.
4. This action, also, includes five claims arising out of California state law, which is joined pursuant to the doctrine of supplemental jurisdiction and 28 U.S.C. §1367(a). Plaintiffs assert that they was treated disparately, subjected to discriminatorily hostile work environment as well as retaliation due to their voicing workplace inequities which is strictly prohibited by the Civil Rights Acts of 1964 (“Title VII”).
5. Jurisdiction in this case is also proper pursuant to California Civil Code §410.10 and §395(a) of the California Code of Civil Procedure.
6. This Court has jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. §1367(a).
7. As Plaintiff’s employer, during the relevant time period, Defendant, REGUS MANAGEMENT GROUP (hereinafter referred to as “RMG”) is a Federal California Agency operating within the County of Los Angeles, State of California and employing persons within the State of California.
8. Plaintiff, Earthquake Ere filed his Complaint of Discrimination with the U.S. Equal Employment Opportunity Commission (“EEOC”). Plaintiff received a copy of his “Notice of Rights” dated September 16, 2020. In fulfillment of all jurisdictional requirements for the filing of this suit, including filing of this lawsuit within 90 days of his receipt of the September 16, 2020 Right To Sue Notice. (attached as **Exhibit 1** – Right To Sue Notice)
9. Plaintiff, Jack Toro filed his Complaint of Discrimination with the U.S. Equal Employment Opportunity Commission (“EEOC”). Plaintiff received a copy of his “Notice of Rights” dated December 15, 2020. In fulfillment of all jurisdictional requirements for the filing of this suit, including filing of this lawsuit within 90 days of his receipt of the December 15, 2020 Right To Sue Notice. (attached as **Exhibit 2** – Right To Sue Notice)

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2 10. Venue is proper in the District of California pursuant to 28 U.S.C. §1331(b) because  
3 the claimed unlawful employment practices were committed in and arose in the District  
4 of southern California.  
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#### PARTIES

8 11. Plaintiff, Earthquake Ere (“Ere”) is an Individual and at all times mentioned in this  
9 Complaint was as a resident of Mesquite County, Texas and at all times began his  
10 employment with Defendant.  
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13 12. Plaintiff, Jack Toro (“Toro”) is an Individual and at all times mentioned in this  
14 Complaint was as a resident of Phoenix County, Arizona and at all times began his  
15 employment with Defendant.  
16  
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18 13. Defendant, REGUS MANAGEMENT GROUP (“RMG”) is an employer within the  
19 meaning of Title VII of the Civil Rights Act of 1964, as amended. Department of  
20 Veteran Affairs is a Government Agency conducting business in Los Angeles County,  
21 California and the unlawful employment practices stated below were committed within  
22 the State of California.  
23  
24

25 14. As an employers and supervisors in California, Defendant RMG is required to comply  
26 with all state and federal statutes, which prohibit harassment, discrimination and  
27 retaliation based on an individual’s race and gender.  
28  
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30 15. DOE Defendants I through X, inclusive, and ROE CORPORATIONS, I through X,  
31 inclusive, are persons, corporations or business entities who are or which may also be  
32 responsible for or who directed or assisted in the wrongful actions of the named  
33 Defendants. The true identities of the DOE Defendants and ROE CORPORATIONS  
34 are unknown to Plaintiff at this time. Plaintiff therefore alleges that DOES I-X,  
35 inclusive, and ROE CORPORATIONS I-X, inclusive, may be responsible in part for  
36 damages or injuries suffered by Plaintiff as a result of their own wrongful actions and/or  
37 those of their agents and/or employees. Plaintiff will seek leave to amend this  
38 Complaint as soon as the true identities of DOE and ROE Defendants I-X, inclusive,  
39 are revealed to Plaintiff.  
40  
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1 16. At all times relevant hereto, Plaintiffs were employed by Defendant RMG who operates  
2 in Los Angeles County, California.

3 **FACTUAL ALLEGATIONS**

4 17. This case is a pervasive employment discrimination case whereby Defendant  
5 reprehensibly and repetitively violated several well established discrimination laws that  
6 was detrimental to both Plaintiffs, Ere and Toro which ultimately led to two wrongful  
7 terminations.

8 18. Ere is an African-American man.

9 19. Toro is a Latino man.

10 20. Both, Ere and Toro, were part of a few minorities employed with predominately non-  
11 minority employees, managerial and supervisory staff members.

12 21. Solely pertaining to this case, Ere was a seasoned employee for RMG. Ere was  
13 employed as a sales manager with RMG.

14 22. However, Toro was a new employee for RMG. Toro was employed as an Area  
15 Manager for RMG.

16 23. Nonetheless, both, Ere and Toro were a loyal and dedicated employees for and with  
17 RMG.

18 24. Plaintiff's state that they, both, were subjected to a hostile work environment based on  
19 race as evidenced by the following several events herein.

20 25. In the summer of 2019, Ere reported a co-worker for an altercation whereby said co-  
21 worker was verbally abusing Ere; per usual the complaint was completely ignored by  
22 RMG, then thereafter the complaint was dismissed and denied by Human Resources.

23 26. Most egregiously, Ere was subsequently moved to a different location presumably  
24 because the Caucasian co-worker that instigated the abusive statements felt  
uncomfortable; this is discrimination and retaliation.

1 27. Toro, also, brought suspect issues to the Area Vice President which was ignored by  
2 said supervisor.

3 28. The blatant refusal to accept, hear and provide redress for the reported action given by  
4 Ere and Toro demonstrate the hostile work environment.

5 29. Nonetheless, thereafter, Ere and Toro, were both encouraged to “win” deals for RMG.

6 30. Most notably, both, Ere and Toro were trained that “corporate reps would book local  
7 area manager tours, sales managers will then sell the client and get a deal, the corporate  
8 reps would be added on as an assist.”

9 31. Thereafter, in April 2020, Ere and Toro became a team closing deals, “winning” deals  
10 as required and stated through RMG’s trainings as well as directives.

11 32. Coincidentally, both, Ere and Toro observed other employees in their position as well  
12 as managerial and supervisor staff members engaging in teams to “win” deals.

13 33. Ere and Toro state that these teams were definitely not severely reprimanded or  
14 terminated for the same identical acts.

15 34. Ere and Toro team worked well for “winning” deals.

16 35. Suddenly, after months of winning RMG terminates the successful team that was a  
17 success for RMG.

18 36. On June 1, 2020, RMG terminated Ere and Toro.

19 37. RMG specifically stated the reason being that Ere and Toro allegedly violated Rules of  
20 Engagement which is merely a false shroud to cover the pervasive discrimination at  
21 RMG.

22 38. A short read and understanding of RMG’s Rules of Management demonstrates that  
23 there is no such rule to prevent Ere and Toro’s actions.

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1 39. Most importantly, both, Ere and Toro states that they, both, witnesses to other non-  
2 minority employees committing the same acts with a team and these teams were not  
3 terminated for said team actions.  
4  
40. In fact, Ere states that he has personally witness teamed employees being called into  
5 the office yet left without any consequences thereby demonstrating that the team s are  
6 acceptable or at the very least not worthy of termination for some; the non-minorities.  
7  
41. Further, Ere and Toro state that during their employment that they were treated  
8 disparately than their non-minority Caucasians co-workers. Due to this disparate  
9 treatment Plaintiffs assert claims for racial discrimination and retaliation.  
10  
42. The facts that the Ere and Toro presented to the RMG remain unheard and failed to be  
11 addressed properly is evidence of the hypocritical confounding discriminatory acts of  
12 the RMG.  
13  
43. Again these aforementioned acts created a hostile work environment for Ere and Toro  
14 that lead to their wrongful termination.  
15  
44. For these reasons, Ere and Toro file this employment discrimination and retaliation  
16 case against the Defendants.

17 **FIRST CAUSE OF ACTION**

18 **RACIAL DISCRIMINATION 42 U.S.C. §2000e-2 *et seq.***

19 45. Plaintiff refers to and incorporates the factual allegations set forth in paragraphs one  
20 (1) through forty-four (44) as though fully set forth hereafter.  
21  
22 46. The Civil Rights Act was a very significant piece of legislation when it was enacted in  
23 1964 and continues to ***protect individuals against discrimination***. The Act has many  
24 anti-discrimination provisions including Title VIII of the Civil Rights Act of 1964 ( Equal  
25 Employment Opportunities) which ***prohibits employment discrimination based***  
26 on ***race***, color, religion, sex, and national origin (***bolded and italicized for emphasis***)  
27  
28 47. In this case RMG violated by intentionally purposefully allowing race discrimination  
within its premises.

1 48. Defendant is the owners, directors, supervisors, and employees at RMG, where Ere and  
2 Toro was employed for several years.

3 49. That Ere is an African American male.

4 50. That Toro is a Latino male.

5 6 51. Ere endured statements being made about him including racially inappropriate  
7 comments.

8 52. To add insult to injury, both, Ere and Toro made complaints to RMG supervisors and  
9 Human Resources which were ignored or denied. This is discrimination at its core.

10 53. Ere and Toro's state that their complaints regarding issues at RMG were ignored,  
11 denied or dismissed was disparate treatment due to their minority race and while  
12 knowing the same RMG failed to provide and substantive redress for the same.

13 54. RMG's omission and failure to provide redress for Ere and Toro's implied racial  
14 discrimination.

15 55. Furthermore, it was well known that Ere and Toro were minorities but were a  
16 successful team, earning money together and for RMG. However, RMG and its  
17 managerial and supervisor staff failed to be amenable to Ere and Toro's success because  
18 of their race. This is the typical "you don't belong in our club" actions.

19 56. Here, Ere and Toro endured perfuse racial discrimination because of RMG's binding  
20 and engagement with race discrimination.

21 57. RMG engaged and instigated the racial discrimination against Ere and Toro.

22 58. Yet, Defendant RMG were well aware of the racist situation and failed to rectify the  
23 racial discriminating situation.

24 59. Thus, RMG acts and omissions were the substantial factor of the race discrimination  
25 harm that Ere and Toro endured in this matter.

1 60. In this case, Ere and Toro was harmed emotionally as well as monetarily.

2 61. Ere and Toro experience and endure actual damages in an amount subject to proof at

3 trial.

4 62. Defendant's actions are intentional and done with willful disregard for the well-

5 established and well-known legal rights of Ere and Toro.

6 63. Plaintiffs have had to engage the services of attorneys to represent them in this matter

7 and is entitled to an award of reasonable attorney's fees.

8

9 **SECOND CAUSE OF ACTION**

10 **RETALIATION PURSUANT TO 42 U.S.C. § 4000E-3**

11 64. Plaintiff refers to and incorporates the factual allegations set forth in paragraphs one

12 (1) through sixty-three (63) above as though fully set forth hereafter.

13 65. Federal Law 42 U.S.C. §2000e-3 specifically ***prohibits*** an employer from ***taking***

14 ***retaliatory action against an employee*** for attempting to invoke his rights under the

15 Federal Discrimination Laws. (bolded and italicized for emphasis)

16 66. Here, it is abundantly clear that Ere and Toro filed complaints and comments on

17 unscrupulous conduct as well as grievances regarding the discrimination, violations and

18 wrongful conduct of the RMG and its employee, managerial and supervisor staff.

19 67. The fact that once RMG supervisors and managerial staff became aware of the Ere and

20 Toro were a successful team the retaliatory actions increased, including the wrongful

21 termination.

22 68. Again, RMG was Ere and Toro's employer and supervisor thus Defendants controlled

23 Ere and Toro's employment environment.

24 69. It is clear that, both, Defendants, RMG were fully aware that Ere and Toro disclosed

25 and complained about improper conduct in the workplace.

26 70. That RMG engaged in retaliation because Ere and Toro made prior reports of

27 disreputable and unscrupulous acts of other employees.

28

1 71. Furthermore, the wrongful termination was definitely retaliatory because Ere and Toro  
2 had a successful team at RMG.

3 72. It is clear and evidenced that Ere and Toro's disclosures, complaints, reports and  
4 grievances were the contributing factor that led to RMG's despicable and unauthorized  
5 retaliatory conduct against Ere and Toro.

6 73. RMG, its employees, managerial and supervisory staff retaliated against Ere and Toro  
7 which is a direct violation of 42 U.S.C. §2000e-3.

8 74. Here, it is clear that RMG actions and failure to rectify the actions occurring caused  
9 Ere and Toro harm financially and mentally.

10 75. Thus, Defendant RMG's retaliatory conduct is the substantial factor of causing harm  
11 to Ere and Toro in this matter.

12 76. Ere and Toro experience and endure actual damages in an amount subject to proof at  
13 trial.

14 **THIRD CAUSE OF ACTION**

15 **WHISTLEBLOWER RETALIATION CAL. LABOR CODE §1102.5(B)**

16 77. Plaintiff refers to and incorporates the factual allegations set forth in paragraphs one  
(1) through seventy-six (76) above as though fully set forth hereafter.

17 78. California Labor Code §1102.5(b) states as follows,  
18 “*[a]n employer, or any person acting on behalf of the employer, shall not  
retaliate against an employee for disclosing information, or because the  
employer believes that the employee disclosed or may disclose information,  
to...a person with authority over the employee or another employee who  
has the authority to investigate, discover, or correct the violation or  
noncompliance...a violation of or noncompliance with a local, state, or  
federal rule or regulation, regardless of whether disclosing the information  
is part of the employee's job duties.*” (bolded and italicized for emphasis)

19 79. Ere and Toro meets the requirements to prove that the RMG retaliated against Ere and  
20 Toro when they filed complaints regarding disparate treatment and suspicious  
21 untrustworthy actions at RMG.

1 80. RMG were Ere and Toro's employer and supervisor, both, Defendants controlled Ere  
2 and Toro's employment.

3 81. That Ere reported a verbally abusive co-worker that was ignored by RMG management  
4 then to add insult to injury after obtaining the complaint Human Resources dismissed  
5 and denied Ere's complaint. Most egregiously, Ere was subsequently moved to a  
6 different location.

7 82. That Toro complained to the Area Vice President about immoral, unethical and  
8 seemingly shady acts occurring at RGM which were completely ignored by said  
9 supervisor.

10 83. That RMG and Eli in retaliation, ignored Ere and Toro and their complaints of the  
11 hostile work environment, disparate treatment, deceitful and devious acts that Ere and  
12 Toro endured while employed by the RMG.

13 84. It is clear and evidenced that Ere and Toro's disclosures, complaints, reports and  
14 grievances were the contributing factor that lead to the despicable and unauthorized  
15 retaliatory conduct against Ere and Toro.

16 85. The final stab of retaliation occurred when RMG unjustifiably stated to Ere and Toro  
17 violated invisible, unstated, unknown, unwritten and nonexistent policy that fails to be  
18 stated in the alleged Rule of Engagement.

19 86. Obviously a statement on this nature fails to prove that the termination of Ere and Toro  
20 is justifiable especially given that the letter fails to reference a specific rule that Ere and  
21 Toro violated during their employment with RMG.

22 87. The lack of a substantial reason coupled with the lack of disparate treatment provides  
23 evidence that RMG's acts and wrongful termination was based in retaliation.

24 88. These actions are purely abhorrent, disheartening and disrespectful.

25 89. Here, it is clear that RMG actions and failures to rectify the disturbing actions occurring  
26 caused Ere and Toro harm financially and mentally.

1 90. Thus, Defendant's RMG retaliatory conduct is the substantial factor of causing harm  
2 to Ere and Toro in this matter.

3 91. Ere and Toro experience and endure actual damages in an amount subject to proof at  
4 trial.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PREVENT DISCRIMINATION §12940(k)**

7 92. Plaintiff refers to and incorporates the factual allegations set forth in paragraphs one  
8 (1) through ninety-one (91) above as though fully set forth hereafter.

9 93. Government Code §12940(k) ("Gov. Code§12940(k)") states, "it is unlawful for...[an  
10 entity to] (k) ...*fail to take all reasonable steps necessary to prevent discrimination  
from occurring..*" (***bolded and italicized for emphasis***)

11 94. In this case, Defendants, RMG violated Gov. Code §12940(k) by failing to ensure while  
12 failing provide proper responses, policies and procedures to prevent employment  
13 discrimination.

14 95. That Ere was a matured African-American male employee at RMG.

15 96. That Toro was an aspiring Latino male employee at RMG.

17 97. That Defendant RMG was the employer of Ere and Toro during the time period of the  
18 facts and incidents mentioned in this Complaint.

19 98. It is clear that based upon the above-referenced facts, that RMG subjected and allowed  
20 the subjugating discrimination of Ere and Toro.

21 99. Thus, RMG adversely allowed a definite hostile work environment caused by race  
22 discrimination and retaliation.

23 100. It was well known that RMG's employees were discriminating, retaliating and  
24 subjecting Ere and Toro to a hostile work environment which caused harm to Ere and  
25 Toro.

1 101. Despite the awareness of the complaints and grievances for the race discrimination  
2 and retaliation, Defendant RMG failed to remedy and corrects said discriminatory acts  
3 leveled against Ere and Toro.

4 102. Most horrendously, because of the failure to prevent the discrimination and  
5 retaliation, RMG wrongfully terminated Ere and Toro.

6 103. Defendant RMG failed to take any reasonable steps to protect Ere and Toro to prevent  
7 the race discrimination and retaliation.

8 104. Thus, Defendant RMG initial blatant omissions were the substantial factor of the  
9 discriminatory and retaliatory harm that Ere and Toro endured in this matter.

10 105. In this case, Ere and Toro was harmed emotionally as well as monetarily.

11 106. Most importantly, RMG failures to take any and all reasonable steps to prevent the  
12 discrimination were a substantial factor in causing confusion, anguish and unruly  
13 unprofessional behavior which created a hostile work environment.

14 107. Ere and Toro experience and endure actual damages in an amount subject to proof at  
15 trial.

16 108. Defendant RMG omissions and failures were intentional and done with willful  
17 disregard for the well-established and well-known legal rights of Ere and Toro.

18 109. Plaintiffs have had to engage the services of attorneys to represent them in this matter  
19 and is entitled to an award of reasonable attorney's fees.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PREVENT RETALIATION §12940(K)**

22 110. Plaintiff refers to and incorporates the factual allegations set forth in paragraphs one  
23 (1) through one hundred and nine (109) above as though fully set forth hereafter.

24 111. Government Code §12940(k) ("Gov. Code §12940(k)") states, "it is unlawful for...[an  
25 entity to] (k) ...***fail to take all reasonable steps necessary to prevent retaliation from  
occurring..***" (***bolded and italicized for emphasis***)

1 112. In this case, Defendant RMG violated Gov. Code §12940(k) by failing to ensure while  
2 failing to enforcing policies to prevent retaliation.

3 113. That Ere and Toro made complaints regarding the hostile workplace environment as  
4 well as unprofessional occurrences within the work place.

5 114. It is clear that based upon the above-referenced fact, that RMG subjected and allowed  
6 the retaliatory conduct towards Ere and Toro which included ignoring his complaints  
7 as well as wrongful termination.

8 115. Thus, RMG adversely allowed retaliation in work environment caused by revenge for  
9 the reports and complaints coupled with the success of the duo minority team.

10 116. It was well known that RMG's employees were retaliating against Ere and Toro.

11 117. Despite the awareness of the complaints and grievances for the retaliation and the  
12 reports unscrupulous immoral acts of the employees and managers, RMG failed to  
13 remedy and correct said retaliatory acts leveled against Ere and Toro.

14 118. It is obvious that RMG's failure to prevent the retaliation, made Ere and Toro  
15 extremely uncomfortable in the work environment.

16 119. RMG failed to take any reasonable steps to protect Ere and Toro to prevent the  
17 retaliation.

18 120. Thus, Defendant RMG's initial blatant omissions and actions were the substantial  
19 factor of the retaliatory harm that Ere and Toro endured during their employment.

20 121. In this case, Ere and Toro was harmed significantly especially with the wrongful  
21 termination.

22 122. Most importantly, RMG failure to take any and all reasonable steps to prevent the  
23 retaliation were a substantial factor in causing confusion, anguish and continuation of  
24 unruly retaliatory acts which created a hostile work environment.

1 123. Ere and Toro experiences and endures actual damages in an amount subject to proof  
2 at trial.

3 124. Defendant RMG omissions and failures were intentional and done with willful  
4 disregard for the well-established and well-known legal rights of Ere and Toro.

5 125. Plaintiffs have had to engage the services of attorneys to represent him in this matter  
6 and is entitled to an award of reasonable attorney's fees.

7 **SIXTH CAUSE OF ACTION**

8 **VICARIOUS LIABILITY CALIFORNIA GOVERNMENT CODE §815.2(A)**

9 126. Plaintiff refers to and incorporates the factual allegations set forth in paragraphs one  
10 (1) through one hundred and twenty-five (125) above as though fully set forth hereafter.

11 127. California Government Code §815.2(a) (“Gov. Code §815.2(a)”) states “(a) [a] public  
12 entity is liable for injury proximately caused by an act or omission of an employee of  
13 the public entity within the scope of his employment if the act or omission would, apart  
14 from this section, have given rise to a cause of action against that employee or his  
15 personal representative” (*bolded and italicized for emphasis*)

16 128. Government Code §815.2 essentially supports that public entities are vicariously  
17 liable for their employees’ common law negligence.

18 129. In this case, RMG violated Gov. Code §815.2(a) by their employees, managers  
19 discriminatory and retaliatory acts.

20 130. That RMG knew for months that discriminatory and retaliatory actions were wrong  
21 as well as against the well set employment laws of California.

22 131. Defendants RMG employ both, Ere and Toro.

23 132. Ere and Toro while employed by RMG endured discrimination and retaliation for  
24 months.

25 133. Ere and Toro states that discrimination and retaliation cause harm to their mental and  
26 physical health.

1  
2 134. However, Ere and Toro also states and alleges that RMG is responsible for the harm  
3 and damages because RMG and its board members have control over their employees  
4 that unleashed discriminatory and retaliatory acts against Ere and Toro.

5  
6 135. Most notably, the discriminatory and retaliatory statements and acts occurred by  
7 employees while said discriminating employees were acting and working within the  
8 scope of their employment with Defendant RMG while employees, managers and  
9 supervisors, including were outwardly rendered harm to Ere and Toro with disparate  
10 treatment.

11  
12 136. Further, RMG intentional and blatant conduct of ignoring as well as failure to provide  
13 redress for the oppressive acts of their employees evidences the culpability of RMG.

14  
15 137. Thus, Defendant RMG vicariously harmed Ere and Toro.

16  
17 138. As a proximate result of Defendant RMG's vicarious liability conduct, Plaintiffs have  
18 incurred economic damages in an amount according to proof.

19  
20 139. As a result of RMG's vicarious liability, Ere and Toro have incurred and suffered  
21 damages in an amount in excess of \$50,000.00.

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23  
24  
**SEVENTH CAUSE OF ACTION**  
**NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS**

25  
26 140. Plaintiff refers to and incorporates the factual allegations set forth in paragraphs one  
27 (1) through one hundred and thirty-nine (139) above as though fully set forth hereafter.

28  
29 141. Ere and Toro claims that the RGM and its employees, managers and supervisors  
30 negligent acts and conduct caused Ere and Toro to suffer serious emotional distress; the  
31 physical pain was excruciating but the mental stress exacerbated Ere and Toro's mental  
32 anguish.

33  
34 142. RGM's conduct was outrageous and reckless.

35  
36 143. RGM's compulsive and constant discrimination and retaliation caused harm to Ere  
37 and Toro.

1  
2 144. RGM acted with reckless disregard and outright unconsciousness regarding the fact  
3 that Ere and Toro would suffer severe mental injuries thus simultaneously causing Ere  
4 and Toro to endure emotional distress.

5  
6 145. RGM senseless discrimination and despicable retaliation demonstrates the infliction  
7 of emotional distress.

8  
9 146. That RGM's act to blatantly unjustifiable termination Ere and Toro caused mental  
10 damage.

11  
12 147. That Ere and Toro incurred severe mental damages from RGM acts and omissions in  
13 this matter.

14  
15 148. RGM acted maliciously and oppressively, in negligent disregard of Ere and Toro's  
16 civil rights thus negligently causing emotional harm to Ere and Toro.

17  
18 149. In this instance, RGM's reckless disregard caused Ere and Toro's serious emotional  
19 distress.

20  
21 150. RGM's negligent conduct, Ere and Toro experiences mental anguish from the  
22 harassment.

23  
24 151. Defendants' negligently caused emotional distress which resulted in Ere and Toro  
25 incurring, and will continue to incur expenses.

26  
27 152. As a direct and proximate result of Defendants' conduct, Ere and Toro suffered  
28 general damages in an amount to be determined by proof at trial.

1  
2 153. As a result of Defendants' negligent infliction of emotional distress, Plaintiff has been  
3 damaged and has suffered damages in an amount in excess of \$50,000.00.

4  
5 ...

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9 ...

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11 ...

1 ...

2 **WHEREFORE**, Plaintiffs, EARTHQUAKE ERE and JACK TORO, pray for  
3 judgment against Defendant, as follows:

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1. For general damages according to proof;
2. For medical and related expenses according to proof;
3. For prejudgment interest;
4. For punitive damages;
5. For post judgment interest;
6. For costs of suits incurred herein; and
7. For such other and further relief as the Court may deem just and proper.

9

10 Respectfully Submitted,

11 DATED this day 14<sup>th</sup> December, 2020.

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/s/ Theida Salazar

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